

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CONSTELLATION NEWENERGY, INC., :  
Plaintiff, :  
: :  
v. : No. 02-CV-2733 (HB)  
: :  
POWERWEB TECHNOLOGIES, INC., :  
Defendant. :

**PROPOSED VERDICT FORM OR JURY INTERROGATORIES**  
**BY POWERWEB, INC.**

Powerweb, Inc. (“Powerweb”)<sup>1</sup> proposes that the attached be included in the verdict form given to the jury at the trial of this action or submitted to the jury as special interrogatories. Powerweb also requests leave to revise and/or supplement its proposed jury interrogatories in response to any jury interrogatories proposed by Constellation NewEnergy (“NewEnergy”), or as may otherwise be necessary upon conclusion of the evidence.

RG574

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Attorneys for Powerweb, Inc.

Date: July 26, 2004

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<sup>1</sup> Powerweb was incorrectly named in this action as “Powerweb Technologies, Inc.”

Proposed Jury Interrogatories submitted by Powerweb, Inc.

1. Do you find that NewEnergy has proven by a preponderance of the evidence that Powerweb breached the Bell Atlantic Agreement?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

2. Do you find that NewEnergy has proven by a preponderance of the evidence that Powerweb was unjustly enriched?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

3. If you found that NewEnergy proved that Powerweb breached the Bell Atlantic Agreement or was unjustly enriched, please state the amount of damages you award to NewEnergy.

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Proposed Jury Interrogatories submitted by Powerweb, Inc.

4. Do you find the Powerweb has proven by a preponderance of the evidence that NewEnergy breached the Confidentiality Agreement?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

5. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy breached the Bell Atlantic Agreement?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

6. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy breached the Joint Marketing Agreement?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

7. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy breached any of its fiduciary duties to Powerweb?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

8. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy made any fraudulent misrepresentation to Powerweb?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

9. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy misappropriated any of Powerweb's trade secrets?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

10. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy tortiously interfered with Powerweb's prospective contracts with Bell Atlantic?

\_\_\_\_\_

Yes

\_\_\_\_\_

No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

11. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy unfairly competed with Powerweb?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

12. Do you find that Powerweb has proven by a preponderance of the evidence that NewEnergy tortiously interfered with Powerweb's existing contract with Baltimore Gas & Electric?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Proposed Jury Interrogatories submitted by Powerweb, Inc.

13. If you answered yes to any of questions 4 through 12, please state the amount of damages you award to Powerweb.

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Proposed Jury Interrogatories submitted by Powerweb, Inc.

14. If you answered yes to any of questions 7 through 12, do you find that NewEnergy's conduct warrants an award of punitive damages?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

If yes, please state the amount of punitive damages you award to Powerweb.

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POWERWEB TECHNOLOGIES, INC.,	:	
NewEnergy.	:	

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing pretrial memorandum was filed electronically today and is available for viewing and downloading from the ECF system. The memorandum was served upon counsel for Constellation NewEnergy, Inc. by notice of electronic filing, addressed to:

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Rudolph Garcia, Esquire

Dated: July 26, 2004